



FILED & JUDGMENT ENTERED
Steven T. Salata

August 30 2021

Clerk, U.S. Bankruptcy Court
Western District of North Carolina

Suzy R Hodges

George R. Hodges
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE/BRYSON CITY DIVISION**

IN RE:

¶ ¶ ¶ ¶ ¶

CASE NO.: 20-10239

**ORDER ALLOWING TRUSTEE'S
MOTION TO SELL REAL
PROPERTY**

This matter having come on before the undersigned on the Trustee's Motion to Sell Real Property, and it appearing to the Court that it is in the interests of justice to approve the proposed sale, the Court FINDS:

1. The Debtor filed a voluntary petition under Chapter 7 on August 10, 2020.
2. Robert A. Mays is the duly appointed, qualified, and acting Trustee.
3. The Debtor, Rommie Dale Huffman, is the owner of record of real property known as 2705 N. Center St., Apt. 54, Hickory, North Carolina, 28601, Tax PIN 3704207262540000, as more particularly described in Deed Book 3418, at Page 1706 of the Catawba County Registry, and being all of Lot 1006 of Westminster Park, as shown on a plat recorded in Plat Book 17 at Page 40, Catawba County Registry (the “Property”),
4. After a period of public listing, the Trustee has entered into a Purchase and Sale Agreement with respect to the Property with Martha Schronce, for a purchase price of One Hundred Eleven Thousand Five Hundred and 00/100 Dollars (\$111,500.00).

5. The Trustee submits that the sales price is fair and reasonable and it would be in the best interest of the bankruptcy estate and its creditors that the sale be approved by the Court.
6. The prosed sale price is insufficient to pay the mortgage and other liens, so the proposed sale is a short sale. Nationstar Mortgage, LLC d/b/a Mr. Cooper is the mortgage servicer. U.S.A.A. Federal Savings Bank is the apparent holder of the deed of trust. The Lender has agreed to a short sale and a carveout payment to the bankruptcy estate in the amount of \$5,500.00. The Lender would be paid at least \$94,885.24.
7. Certain title and closing expenses are reflected on the seller's side of the Settlement Statement but are being born by the mortgage lender, and not the estate, because there is no equity in the real property.
8. Past due homeowner's association fees and charges in the amount of \$4,000.00 will be paid to Westminister Park HOA at closing. Because much of these are being born by the Buyer, the Trustee would waive most the \$2,500 buyer's premium payable to the Bankruptcy Estate under the Contract. The estate would net \$5,656.00 from the sale.
9. Excise stamps and other usual and customary closing costs should be paid from the proceeds at closing. Current year property taxes will be pro-rated.
10. Commissions in the amount of 6% of the sales price would be paid to participating brokers.
11. The sale should be made free and clear of liens, with valid liens to attach to the proceeds of the sale.
12. The Trustee may sell the Property free and clear pursuant to 11 U.S.C. §363 because all lienholders consent to the sale.
13. Section 363 provides that a trustee, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." Bankruptcy Rule 6004(f)(l) provides that all sales not in the ordinary course of business may be by private sale or public auction. Bankruptcy Rules 2002 and 6004 govern the notice required, and here the Trustee has complied with those Rules.
14. The Trustee's negotiations with the Purchasers have been at arms' length and have been conducted in good faith. In his best judgment, the Trustee believes the Purchasers are ready, willing, and financially capable purchasers for the Property.
15. Pursuant to 11 U.S.C. §§105 and 363, the sale will be free and clear of any liens, assessments, encumbrances, obligations, liabilities, security interests, collateral assignments, leases, pledges, judgments, rights of first refusal, rights to purchase, contractual commitments, taxes (including without limitation, sales, use and *ad valorem* taxes or other property taxes), charges, claims (including tort or product liability claims), rights, damages or other interests or matters of any kind or nature that could be asserted

against a purchaser of the Property, whether arising prior to, on or subsequent to the date of the filing of the Debtor's bankruptcy petition (collectively, "**Adverse Claims**").

16. The Trustee will deliver to the Purchaser a non-warranty trustee's deed for the real property reflecting that the sale is "as is, where is" and without warranty or representation of any kind or nature.
17. The Trustee has given notice of the proposed sale as required by the Bankruptcy Rules and this Court's Local Rules, and no timely objection has been filed.

It is therefore ORDERED, ADJUDGED, and DECREED as follows:

1. The proposed sale is approved on the terms set forth above, the same as if fully set forth in the decretal portion of this Order;
2. The Trustee is authorized to consummate the sale of the Property, as defined above, to Martha Schronce, for the purchase price of \$111,500.00, on the terms set forth herein;
3. The sale shall be by non-warranty trustee's deed, free and clear of any Adverse Claims, as defined above;
4. The mortgage lender, U.S.A.A. Federal Savings Bank, by and through servicer Nationstar Mortgage, LLC d/b/a Mr. Cooper, shall be paid at least \$94,885.24 at closing, in satisfaction of the mortgage lien.
5. Westminster Park HOA shall be paid the sum of \$4,000.00 at closing, in satisfaction of all past due HOA fees and charges.
6. The Trustee is authorized to pay broker's commissions not to exceed 6%, past-due and current pro-rated property taxes, excise taxes, and other usual and customary closing costs; and
7. The Trustee is authorized to accept the carveout payment of \$5,500.00 for the estate, together with a buyer's fee of \$156, for a net gain to the estate of at least \$5,656.00.

This Order has been electronically signed.
The Judge's signature and Court's seal
appear at the top of the Order.

United States Bankruptcy Court